



BID NO.: M0692-4/11-OTR

**OPENING: 2:00 P.M.
WEDNESDAY
January 25, 2006**

MIAMI-DADE COUNTY, FLORIDA
I N V I T A T I O N
T O B I D

TITLE:

**JANITORIAL SUPPLIES FOR A PERIOD OF ONE YEAR WITH COUNTY OPTION
TO RENEW FOR THREE ADDITIONAL ONE YEAR PERIODS ON A YEAR TO
YEAR BASIS**

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

BID DEPOSIT AND PERFORMANCE BOND:.....	N/A
CATALOGUE AND LISTS:.....	N/A
EXPEDITED PURCHASING PROGRAM (EPP)	N/A
INDEMNIFICATION/INSURANCE:.....	N/A
LIVING WAGE:	N/A
PRE-BID CONFERENCE/WALK-THRU:.....	N/A
MEASURES:	SEE SECTION 2.0, PARA 2.2
SAMPLES/INFORMATION SHEETS:.....	SEE SECTION 2.0, PARA 2.28
SECTION 3 – MDHA:	N/A
SITE VISIT/AFFIDAVIT:	N/A
USER ACCESS PROGRAM:	SEE SECTION 2.0, PARA 2.21
WRITTEN WARRANTY:	N/A

FOR INFORMATION CONTACT:

A. Rodriguez at 305-375-4258, or at abelin@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

This solicitation has been set aside for participation by certified Small Business Enterprises only

**MIAMI-DADE COUNTY
DEPARTMENT OF PROCUREMENT MANAGEMENT
BIDS AND CONTRACTS DIVISION**

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON
PAGE 45 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR
INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 45 OF SECTION 4, BID SUBMITTAL FORM WILL RENDER
YOUR BID NON-RESPONSIVE**

MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: M0692-4/11-OTR

Title: Janitorial Supplies

Sr. Procurement Contracting Agent: A. Rodriguez

Bids will be accepted until 2:00 p.m. on January 25, 2006

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: Each Bid submitted to the Department of Procurement Management shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and three copies of the Bid Submittal, plus attachments if applicable. Failure to comply with this requirement may result in your Bid not being considered for award.

All Bids must be submitted in a sealed envelope or container and will be opened promptly at the time indicated in this solicitation document. Any Bid received after the first Bid has been opened will be returned to the Bidder unopened. The County does not accept responsibility for delays, natural or otherwise.

**NOTICE TO ALL BIDDERS: FAILURE TO SIGN THE BID SUBMITTAL FORM
WILL RENDER YOUR BID NON-RESPONSIVE.**

**THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT
REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS
SOLICITATION**

SECTION 1

GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

Bid – shall refer to any offer(s) submitted in response to this solicitation.
Bidder – shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County – shall refer to Miami-Dade County, Florida

DPM – shall refer to Miami-Dade County's Department of Procurement Management, Bids and Contracts Division.

Enrolled Vendor – EFFECTIVE JULY 8, 2002, shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County, but has not yet registered.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter in to business agreements with the County.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. EFFECTIVE JULY 1, 2002, vendors will be able to enroll and register online by visiting our web site at <http://miamidade.gov> and click on "Business".

1.2. INSTRUCTIONS TO BIDDERS**A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must complete a "Miami-Dade County Business Entity Registration Application". Only Registered Vendors can be awarded County contracts. Vendors are encouraged to register with the County anytime by contacting the Vendor Information Center at 305-375-5287. The County endeavors to obtain the participation of all qualified minority and disadvantaged business enterprises. For information and to apply for certification, contact the Department of Business Development, at 111 N.W. 1st Street, 19th Floor, Miami, FL 33128-1844, or telephone at 305-375-3111. County employees wishing to do business with the County are referred to Section 2-11.1(d) of the Miami-Dade County Code.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Business Entity Registration Application with all required disclosure affidavits. The Miami-Dade County Business Entity Registration Application must be returned to the Department of Procurement Management (DPM), Bids and Contracts Division within Fourteen (14) days of notification of the intent to recommend for award. In the event the Miami-Dade County Business Entity Registration Application is not properly completed and returned within the specified time, the County may award to next lowest responsive Bidder. The Bidder is responsible for obtaining the Miami-Dade County Business Entity Registration Application and all affidavits by downloading from DPM's website at <http://miamidade.gov> and click on "Business" or from the Vendor Assistance Unit at 111 N.W. 1st Street, Miami, FL. In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. Disclosure of Employment – pursuant to Section 2-8.1(d) of the County Code.
2. Disclosure of Ownership Affidavit – pursuant to Section 2-8.1(d) of the County Code.
3. Drug-Free Affidavit – pursuant to Section 2-8.1.2(b) of the County Code.

4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.) Affidavit – It is the policy of the County to comply with all requirements of County Resolution R182-00 and the A.D.A.
7. Collection of Fees, Taxes and Parking Tickets Affidavit – pursuant to Section 2-8.1 (c) of the County Code.
8. Conflict of Interest and Code of Ethics – pursuant to Sections 2-8.1(i) and 2-11.1(b) (1) through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1(c) of the County Code.
9. Code of Business Ethics – pursuant to Section 2-8.1(i) of the County Code.
10. Debarment Disclosure Affidavit – pursuant to County Code 10-38.
11. Office of the Inspector General Pursuant to Section 2-1076 of the County Code.
12. Minority and Disadvantaged Business Enterprises. The County endeavors to obtain the participation of all minority and disadvantaged business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
13. Individuals and Entities Doing Business with the County not current in their obligations to the County – pursuant to Sections 2-8.1 (h) and 2-11.1(b)(8) of the County Code.
14. Nondiscrimination pursuant to Section 2-8.1.5 of the County Code.
15. Family Leave - Pursuant to Section 11A-30 of the County Code.
16. Living Wage – Pursuant to Section 2-8.9 of the County Code.
17. Domestic Leave – Pursuant to Section 11A-60 of the County Code.
18. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

C. PUBLIC ENTITY CRIMES

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information

1. Pursuant to Section 2-11.1(t) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbcc@miamidade.gov.
2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions

SECTION 1

GENERAL TERMS AND CONDITIONS

- or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.
- E. Contents of Bid Solicitation and Bidders' Responsibilities**
1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
 2. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
 3. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.
- F. Change or Withdrawal of Bids**
1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.
 2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only written a letter received by the DPM Bids and Contracts Division prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.
- G. Conflicts Within The Bid Solicitation**
- Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.
- H. Prompt Payment Terms**
1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
 2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.
- 1.3. PREPARATION OF BIDS**
- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
 - B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
 - C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
 - D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
 - E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
 - F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- 1.4. CANCELLATION OF BID SOLICITATION**
- Miami-Dade County reserves the right to cancel, in whole or in part, any invitation to Bid when it is in the best interest of the County.
- 1.5. AWARD OF BID SOLICITATION**
- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
 - B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
 - C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
 - D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
 - E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Occupational License.
 - F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
 - G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an

SECTION 1

GENERAL TERMS AND CONDITIONS

appropriately sized self-addressed stamped envelope. Bid results will not be given by telephone or facsimile. Please allow ten (10) calendar days after Bid opening for mailing.

- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88 the Director of Bids and Contracts Division will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.

1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

All warranties, express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implies as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

- 1. a business that has a valid occupational license, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
- 2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor

operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and

- 3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
 - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
 - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
 - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When the bid from a Miami-Dade local business is within 10% of the lowest price submitted by a non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2005. Therefore, a vendor which meets the requirements of (1) and (2) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

1.12. BID PROTEST

- A. A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.
- B. To initiate a Bid protest, the protester shall present to the Clerk of the Board a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$100,000	\$500
\$100,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.

- C. For award recommendations greater than \$100,000 the following shall apply:
When a letter of intent to award a Bid Solicitation has been communicated (mail, faxed or emailed) to each competing Bidder

SECTION 1
GENERAL TERMS AND CONDITIONS

and filed with the Clerk of the Board, a Bidder wishing to protest said award recommendation shall file a protest with the clerk of the Board within ten (10) working days of the date of award recommendation letter. Within two (2) days of that filing, the protester shall provide the County Attorney and each Bidder with a copy of each document that was filed with the protest. Failure to timely file the written protest shall constitute a waiver of the right to protest the award recommendation.

- D.** For award recommendations from \$25,000 to \$100,000 the following shall apply:

Each Monday, in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1st Street, award recommendations are posted. Participants may also call the Awards Line at 305-375-4724, or 800-510-4724, or the contact person as identified on the cover page of the Bid Solicitation. Any Bidder wishing to protest such recommendations shall file a protest with the Clerk of the Board within five (5) working days of the posting and submit a \$500 non-refundable filing fee.

1.13. RULES, REGULATIONS AND LICENSES

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state and local laws that may in affect the goods and/or services offered.

1.14. PACKAGING

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 738-92.

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in

connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

1.20. COLLUSION

Where two (2) or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. Related parties shall mean Bidder or the principals thereof which have a direct or indirect ownership interest in another Bidder for the same contract or in which a parent company or the principals thereof of one (1) Bidder have a direct or indirect ownership interest in another Bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive Bidding may be terminated for default.

1.21. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours.

SECTION 1

GENERAL TERMS AND CONDITIONS

The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076(c)(8) of the County Code.

1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the bid as protected or confidential, the County shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IHII) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IHII/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;

7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.30. CHARTER COUNTY TRANSIT SYSTEM SALES SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award of a Blanket Purchase Order (BPO) for Transit/Public Works as part of a multi-department contract, nor an award of a contract solely for the use of Transit/Public Works shall be effective and thereby give rise to a contractual relationship with the County for Transit/Public Works purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of Transit/Public Works in this contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms Transit/Public Work's inclusion in the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

1.31 LOBBYIST CONTINGENCY FEES

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.32 COMMISSION AUDITOR – ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

SECTION 2
SPECIAL CONDITIONS

Janitorial Supplies

2.1 PURPOSE: TO ESTABLISH A CONTRACT FOR THE COUNTY:

The purpose of this solicitation is to establish a contract for the purchase of janitorial supplies in conjunction with the County's needs on an as needed when needed basis.

2.2 SMALL BUSINESS CONTRACT MEASURES (Set-aside)

This contract includes participation provisions for Miami-Dade County certified Small Business Enterprises (SBEs) as indicated in Appendix A of this solicitation. The contract measure applicable to this contract: SBE Set-aside.

2.3 Intentionally Omitted

2.4 TERM OF CONTRACT: TWELVE (12) MONTHS

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management, Purchasing Division; and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the twelve month period.

2.5 OPTION TO RENEW FOR THREE (3) ADDITIONAL YEAR(S) (With Price Adjustment:

The initial contract prices resultant from this solicitation shall prevail for a one (1) year(s) period from the contract's initial effective date. Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional three (3) year(s) period on a year-by-year basis. Prior to completion of each exercised contract term, the County may consider an adjustment to price based on documented price adjustments by product manufacturers to their distributors.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted 90 days prior to expiration of the then current contract term. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

The County reserves the right to reject any price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price

SECTION 2
SPECIAL CONDITIONS

adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Should the vendor decline the County's right to exercise the option period, the County may consider the vendor in default which decision may effect that vendor's eligibility for future contracts.

NOTE: IF MULTIPLE VENDORS ARE INVOLVED UNDER THE GIVEN CONTRACT, ANY OPTIONS TO RENEW WILL BE RESTRICTED TO THE SPECIFIC ITEMS OF WORK INITIALLY AWARDED TO ANY SPECIFIC VENDOR.

2.6 METHOD OF AWARD: To Lowest Priced Vendor on an Item-by-Item Basis

Award(s) will be made to the lowest responsive and responsible vendor(s) on an item-by-item basis.

Evaluation for award of products bid as a concentrate will be conducted on a 'usable product' basis. The dilution ratio shown on the product label will be used to arrive at the cost per usable unit of product, award will be made to the vendor who provides the County the greatest value. For example: Bidder 'A' bids \$10.00 per gallon for a product with a dilution ratio of 128 to 1 (128 units of water to 1 unit of product). Bidder 'B' bids \$12.50 a gallon for a product with a dilution ratio of 256 to 1. The computation for usable product of 'A' is \$10.00 divided by 128 which equals 7.8 cents per usable unit. The usable unit price for 'B' is $\$12.50 \div 256 = 4.9$ cents per usable unit. Award would be to 'B'. Items which are not concentrates shall be awarded to the lowest price bid for acceptable products.

2.7 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed and firm during the term of contract.

2.8 Intentionally Omitted

2.9 "EQUAL" PRODUCT CAN BE CONSIDERED UPON RECEIPT OF SPECIFIED DATA

Some items have been restricted to those certified by Green Seal in those cases only certified products will be awarded. In all other cases the manufacturer's name, brand name and/or model number information contained in this solicitation are being used for the sole purpose of establishing the minimum requirement of level of quality, standard of performance, and design and is in no way intended to prohibit the offer of another

SECTION 2
SPECIAL CONDITIONS

manufacturer's items of equal material unless otherwise indicated on the Bid/Proposal Submission Form.

This specific solicitation requires submission of the following documentation to enable County evaluation of “equal” products:

- ☒: Product Information Sheets
- ☒: Product Samples Upon Specific Request
- ☒: Product labels

If an “equal” product may be considered by the County in accordance with the Bid/Proposal Submission Form, the unit shall be equal in quality and standards of performance to the item specified in the solicitation. Where an “or equal” item is offered, and product information sheets are required, the initial offer must be accompanied with two (2) complete sets of product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures), and if required, two (2) copies of performance test results of the unit offered as an equal.. Also for product information submittals, all supporting documentation submitted by the offeror must in total meet the required specifications set forth in this solicitation. Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the offeror shall state, in an official letter on corporate letterhead as part of their initial offer, the differences between the item they are specifically offering, and the equipment described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance will result in the rejection of the offer for not meeting the solicitation specifications.

If samples of all “or equal” items bid are required for evaluation, such items are to be provided at no cost to the County, and should be submitted with the initial offer, or at the time of specific request. Failure to meet this requirement may result in your offer being rejected.

For “equal” products to be evaluated based on submission of product labels, the initial offer should be accompanied with labels indicating the specification and ingredients for each “or equal” item offered. Failure to meet this requirement may result in your offer being rejected.

The County shall be sole judge of equality, based on the best interests of the County, and its decision in this regard shall be final. Items labeled "No Substitute" on the County's Bid/Proposal Submission Form are the only products that will be accepted under this solicitation.

2.10 Intentionally Omitted

2.11 Intentionally Omitted

SECTION 2
SPECIAL CONDITIONS

2.12 Intentionally Omitted**2.13 Intentionally Omitted****2.14 Intentionally Omitted****2.15 METHOD OF PAYMENT: PERIODIC INVOICES FOR COMPLETED PURCHASES**

The vendor(s) shall submit an invoice(s) to the County user department(s) after purchase has been completed, whether the specific item(s) were picked up by authorized County personnel or delivered to the site by the vendor. In addition to the general invoice requirements set forth below, the invoices shall reference the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the following basic information:

I. Vendor Information:

- The name of the business organization as specified on the contract between Miami-Dade County and vendor
- Date of invoice
- Invoice number
- Vendor's Federal Identification Number on file with Miami-Dade County

II. County Information:

- Miami-Dade County Release Purchase Order or Small Purchase Order Number

III. Pricing Information:

- Unit price of the goods, services or property provided
- Extended total price of the goods, services or property
- Applicable discounts

IV. Goods or Services Provided per Contract:

- Description
- Quantity

SECTION 2
SPECIAL CONDITIONS

V. Delivery Information:

- Delivery terms set forth within the Miami-Dade County Release Purchase Order
- Location and date of delivery of goods, services or property

VI. Failure to Comply:

Failure to submit invoices in the prescribed manner will delay payment.

2.16 SHIPPING TERMS: F.O.B. DESTINATION

All bidders shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative at the ordering department.

If a vendor-provided product is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the item will be returned, at vendor expense, to the vendor. At the County's own option, the vendor shall either provide a direct replacement for the item, or provide a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

2.17 DELIVERY SHALL BE SEVEN (7) DAYS AFTER DATE OF ORDER

The vendor shall make deliveries within seven (7) calendar days after the date of the order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor(s); except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor(s) to whom the contract(s) is awarded fail to deliver in the number of days stated above, the County reserves the right to cancel the contract on a default basis after any back order period that has been specified in this contract has lapsed. If the contract is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent vendor with any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

Certain County employees may be authorized in writing to pick-up materials under this contract. Vendors shall require presentation of this written authorization. The vendor shall maintain a copy of the authorization. If the vendor is in doubt about any aspect of material pick-up, vendor shall contact the appropriate user department to confirm the authorization.

SECTION 2
SPECIAL CONDITIONS

For individual orders of less than \$100.00, the County may be charged up to \$10.00 for delivery. Vendors are required to honor any order(s) placed by the County which complies with paragraph 2.32 with no regard to the quantity of items ordered.

2.18 Intentionally Omitted

2.19 Intentionally Omitted

2.20 CONTACT PERSONS:

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: A. Rodriguez, at (305) 375-4258
email – Abelin@miamidade.gov.

2.21 COUNTY USER ACCESS PROGRAM (UAP)

User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an "FOB Destination,

SECTION 2
SPECIAL CONDITIONS

Prepaid and Charged Back” basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

Vendor Compliance

If a vendor fails to comply with this section, that vendor may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract.

2.22 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS

Although this Solicitation is specific to a County Department, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the successful bidder(s) at the contract price(s) established herein. Under these circumstances, a separate purchase order shall be issued by the County, which identifies the requirements of the additional County department(s) or agency (ies).

2.23 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

2.24 IDENTIFICATION OF EACH ITEM

Each item must be clearly identified on the offer submittal pages(s) as to make, model number, style number, packaging, and case weight, as requested, in order to be eligible for award. Use of terms such as, "As Spec" are unacceptable. Failure to provide this information with the offer may result in rejection of the offer.

2.25 LEGAL REQUIREMENT FOR POLLUTION CONTROL

It is the intent of these specifications to comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the vendor through the Department of Environmental Resources Management (DERM), 33 SW 2nd Ave., Miami, Florida 33130, Telephone (305) 372-6789.

SECTION 2
SPECIAL CONDITIONS

2.26 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY:

The successful bidder shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this bid solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if applicable.

2.27 PURCHASE OF OTHER ITEMS NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES:

While the County has listed all major items within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the primary vendor to obtain a price quote for the similar items. If there are multiple vendors on the contract, the County representative may also obtain price quotes from these vendors. The County reserves the right to award these similar items to the primary contract vendor, another contract vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

2.28 SAMPLES MAY BE REQUIRED DURING EVALUATION

After the County opens the Bid Proposals, the bidders may be required to submit a sample for the goods to be supplied for evaluation by, and at no cost to the County. If samples are required, the County will notify the bidder of such in writing and will specify the deadline for submission of the samples. Each individual sample shall be clearly labeled with the bidder's name, bid number, bid title, manufacturer's name and brand name, and style number if applicable. If the bidder fails to submit the samples, properly labeled, within the specified date stipulated in the notice, the County shall not consider the bidder's proposal for that item(s); provided however, that in the event of a group or aggregate award, the bidder's proposal will not be eligible for that group or in the aggregate as applicable. All samples shall become the property of Miami-Dade County.

The County reserves the right to perform its own testing procedures or to send any and all samples to the State of Florida's Department of General Services, Division of Purchasing, Bureau of Standards Laboratory or any other certifiable laboratory for analysis. Any costs for testing shall be borne by bidder. On the basis of this testing and analysis, the County shall be sole judge of the acceptability of the sample in conformance with the bid specifications and its decision shall be final. Any sample submitted shall create an express warranty that the whole of the goods and/or services to be provided by the bidder during the contract period shall conform to the sample submitted. The bidder shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

SECTION 2
SPECIAL CONDITIONS

2.29 SUBSTITUTION OF ITEMS DURING TERM OF CONTRACT

Substitute brands or models may be considered during the contract period for discontinued models. **The bidder shall not deliver any substitute item as a replacement to an awarded brand or model without express written consent of Department of Procurement Management, Bids & Contracts Unit prior to such delivery.** Substitute items must be of equal or better quality than the awarded item. Substitutes shall be considered only in emergency situations and excessive substitution requests may be cause to cancel the contract.

2.30 TESTING OF RANDOM SAMPLES OF DELIVERED PRODUCTS

During the term of the contract, samples of delivered items may be randomly selected and tested for compliance with these specifications. If it is found that the delivered commodities do not conform to the specifications, the county shall require replacement within a reasonable length of time and may cancel the contract for cause.

2.31 TOXIC SUBSTANCES/Federal "Right to Know" Regulations

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the vendor(s) performing under this contract shall be required to provide two (2) complete sets of Material Safety Data Sheets to **each** User Department utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department by department basis.

For additional information on the Federal Right to Know Regulation, contact OSHA at www.OSHA.gov or call (954) 424-0242.

2.32 MINIMUM ORDERS

The awarded vendor shall not be required to deliver any product in less than manufacturers case sizes.

SECTION 2
SPECIAL CONDITIONS

2.33 USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS (EPP) AND SERVICES

To address certain environmental and health concerns associated with the use of cleaning products, and in compliance with County Resolution R-702-05 it is the intent of this solicitation to require the use of cleaning products which meet the minimum standards established by Green Seal or The Center For a New American Dream.

Green Seal is an independent, non-profit organization that strives to achieve a healthier and cleaner environment by identifying and promoting products and services that cause less toxic pollution and waste, conserve resources and habitats, and minimize global warming and ozone depletion. Green Seal has no financial interest in the products that it certifies or recommends nor in any manufacturer or company. *Green Seal's* evaluations are based on state-of-the-art science and information using internationally recognized methods and procedures. For more information, including product submission and review process, please visit their website at <http://www.greenseal.org/>.

The Center for a New American Dream's Institutional Purchasing Program helps institutions incorporate environmental and human health considerations into their purchasing decisions. The Cleaning Products Work Group has developed standards with input from purchasing representatives from government organizations including Massachusetts; Santa Monica, California; King County, Washington; Minnesota; Seattle, Washington; Pacific Northwest National Laboratory; and others. For more information, including product submission and review process, please visit their website at: <http://www.newdream.org/>.

SECTION 3
TECHNICAL SPECIFICATIONS

JANITORIAL MATERIALS AND SUPPLIES

3.1 SCOPE:

Miami-Dade County has a need for a various institutional types of Cleaning Products and Plastic Liners, which may be used in an office, and/or medical, environment. Dilution ratios given show amount of water to chemical (i.e. 128 :: 1 be 128 ounces of water to 1 ounce of chemical) and indicate the maximum recommended dilution for effective performance of product.

3.2 MINIMUM REQUIREMENTS

Environmentally Preferable Products (see Appendix B)

As part of Miami-Dade County's objectives to purchase environmentally preferable products (EPP) and to address certain environmental and health concerns associated with some cleaning products, it is the intent of this solicitation to require that products within specific categories meet or exceed nationally established and accepted standards for both cleaning performance and environmental, health, and safety criteria.

Products within the categories of:

- **Cleaner, General Purpose (Item# 1 & 2)**
- **Cleaner/Degreaser, Medium and Heavy Duty (Item# 3 & 4)**
- **Cleaner, Glass (Item# 5 & 6)**
- **Cleaner, Carpet (and Upholstery) (Item# 7 & 8)**
- **Cleaner, Floor (Item# 9 & 10)**

shall be certified by *Green Seal* to have met GS-37 - Green Seal Environmental Standard for General-Purpose, Bathroom, Glass, and Carpet Cleaners Used for Industrial and Institutional Purposes; in the most current edition. Or products shall have met equivalent criteria and been "Approved for Use" by *The Center for a New American Dream - Institutional Purchasing Program*. Appendix B (attached) may be used as an example of the products approved as of March 2005.

Products within the categories of:

- **Floor Finish (Item# 11 & 12)**
- **Floor Stripper (Item# 13)**

shall be certified by *Green Seal* to have met GS-40 - Green Seal Environmental Standard For Floor-Care Products: Finishes And Compatible Strippers Used For Industrial And Institutional Purposes, in the current edition. Or products shall have met equivalent criteria and been "Approved for Use" by *The Center for a New American Dream - Institutional Purchasing Program*. Preference will be given to floor finish and floor stripper products specifically designed for use together.

Dilution/Dispensing Unit:

For products provided as a dispensing system concentrate, a suitable Dilution/Dispensing

SECTION 3
TECHNICAL SPECIFICATIONS

Unit that offers no practical access to the concentrate by end-users must also be specified. These units should dispense at the recommended dilution ratios for effective product performance and also provide suitable backflow prevention.

Sanitizer, Non-Food Contact Surfaces (Item # 14)

This category includes products used to reduce, but not necessarily eliminate, microorganisms from the inanimate environment to levels considered safe as determined by public health codes or regulations. Non-food contact surfaces may include floors, walls, and furnishings.

Products shall indicate on an EPA approved label that they have met the performance standards of the “EPA Disinfectant Technical Science Section” including “DIS/TSS-10 EFFICACY DATA REQUIREMENTS: Supplemental Efficacy, Sanitizer Test.” Where applicable, these performance standards must be met with water having a hardness up to 250 ppm.

Sanitizer, Air (Item # 15 & 16)

This category includes products used to reduce, but not necessarily eliminate, microorganisms from the inanimate environment to levels considered safe as determined by public health codes or regulations. These products are intended for the treatment of air to reduce the numbers of airborne microorganisms.

Products shall indicate on an EPA approved label that they have met the performance standards of the “EPA Disinfectant Technical Science Section” including “DIS/TSS-11, EFFICACY DATA AND LABELING REQUIREMENTS: Air Sanitizers; Sep. 3, 1980.”

Disinfectant, General or Broad Spectrum (Item # 17)

This category includes products used on hard inanimate surfaces and objects to destroy or irreversibly inactivate infectious fungi and bacteria but not necessarily their spores.

Products shall indicate on an EPA approved label that they have met the performance standards of the “EPA Disinfectant Technical Science Section” including “DIS/TSS-1, EFFICACY DATA REQUIREMENTS: Disinfectants for Use on Hard Surfaces; Jan 22, 1982” and specifically subsection “(b) General or broad-spectrum efficacy claims.” Where applicable, these performance standards must be met with water having a hardness up to 250 ppm.

Disinfectant, Health Care Related (Item # 18)

This category includes products used on hard inanimate surfaces and objects to destroy or irreversibly inactivate infectious fungi and bacteria but not necessarily their spores. Hospital type disinfectants are the most critical to infection control and are used on medical and dental instruments, floors, walls, bed linens, toilet seats, and other surfaces.

Products shall indicate on an EPA approved label that they have met the performance

SECTION 3
TECHNICAL SPECIFICATIONS

standards of the “EPA Disinfectant Technical Science Section” including “DIS/TSS-1, EFFICACY DATA REQUIREMENTS: Disinfectants for Use on Hard Surfaces; Jan 22, 1982” and specifically subsection “(c) Hospital or medical environment efficacy claims.” Where applicable, these performance standards must be met with water having a hardness up to 250 ppm.

Bleach (Sodium Hypochlorite), Liquid (Item #19)

5% solution of sodium hypochlorite in water.

Skin (Hand) Cleaner, Waterless (Item # 20,21, & 22)

This category of products is intended for hand-cleaning without the use of water for removal of medium to heavy oils and greases, and combined fine, particulate soils. These products should not contain an antimicrobial agent, except for a low-level preservative if necessary. These products are not recommended for food service operations. These products must meet all applicable FDA standards.

Skin (Hand) Cleaner, Waterless (Gel), Antiseptic (Item # 24)

This category of products is intended for hand-cleaning without the use of water, in health care and similar high-risk settings, or situations in which hand-washing with liquid soap and water is not accessible. These products are not recommended for food service operations. These products should contain an EPA approved antimicrobial agent and must meet all applicable FDA standards.

Skin (Hand) Cleaner, Liquid, Soap (Item # 25)

This category of products is intended for hand-washing in combination with water for general usage. These products should not contain an antimicrobial agent, except for a low-level preservative if necessary. These products must meet all applicable FDA standards.

Skin (Hand) Cleaner, Liquid, Soap, Antiseptic (Item # 26)

This category of products is intended for hand-washing in combination with water for use in health care and similar high-risk settings. These products should contain an EPA approved antimicrobial agent and must meet all applicable FDA standards.

Skin (Hand) Cleaner, Bar, Soap

Bar soap shall be well compressed in a firm, even, homogenous consistency of cake and shall be of uniform length, width and thickness in accordance with the best industry practice for the specific bar size ordered. The soap shall lather freely in cold water and be free of objectionable odors. Soap bars(s), shall not be of a crumbly nature and shall not have edge chips exceeding four per bar and 0.032 inch in depth. Bars shall not be cracked or in broken pieces and shall be formed by the pressing and stamping process.

These products must meet all applicable FDA standards.

SECTION 3
TECHNICAL SPECIFICATIONS

Skin (Hand) Cleaner, Bar, Soap, Floating (Item # 28)

This category of products is intended for hand-washing in combination with water for general usage and should float in water. These products should not contain an antimicrobial agent, except for a low-level preservative if necessary.

Skin (Hand) Cleaner, Bar, Soap, Antiseptic (Item # 29)

This category of products is intended for hand-washing in combination with water for use in health care and similar high-risk settings. These products should contain an EPA approved antimicrobial agent.

Skin (Hand) Cleaner, Bar, Soap, Heavy Duty w/ Pumice (Item # 30)

This category of products is intended for hand-washing in combination with water for removal of medium to heavy oils and greases, and combined fine, particulate soils. These products should not contain an antimicrobial agent, except for a low-level preservative if necessary.

Mild Liquid Detergent (Item # 31)

Which may be used in kitchens for both countertops and kitchen utensils in container not larger than one gallon. Joy, Dove, Palmolive, Dawn or approved equal.

Bowl Cleaner. Liquid Phosphoric Acid (Item # 33)

Products shall contain a minimum of 20% phosphoric acid, detergent and corrosion inhibitors. Stix, by Rex Chemical or approved equal.

Drain Opener (Item # 34)

Product dissolve all organic matter in drains, not harm pipes and pour through standing water. Drano Liquid or approved equal.

Polish, Furniture (Item # 37 & 38)

Product shall contain light mineral oil, perfume and silicones.

Graffiti Remover (Item # 39)

Product shall be a non-combustible premium quality product. Product shall be capable of removing stain (ink or paint) without leaving a shadow. Product shall remove graffiti form glass, steel, aluminum. And shall not contain carcinogenic or potential carcinogenic ingredients.

Slip Resistance (Item # 47)

Product is slip resistant cleaner added to wash water which provides increased (up to 200 times) traction and cleans mineral floors. Neutro Jel by Selig Chem. Inc.

SECTION 3
TECHNICAL SPECIFICATIONS

3.3 PLASTIC BAGS AND LINERS

Bags will be used for varied task ranging from: waste basket liners, to heavy duty barrel liners used to contain waste generated by cafeteria, snack bars and mess halls. Case labeling shall conform to State of Florida standards.

3.4 SEAMS

Heat-sealed seams shall be continuous with no seal separations, seals shall be parallel to and within 1- inch of the liner edge. At a minimum all seams shall be as strong as the material used to make the liner.

3.5 DIMENSIONS

Liner dimensions shall be determined by overall outside measurements (including sealed seam end) of the liner laying in the flat position.

3.6 WORKMANSHIP

Liners shall be uniform in color, texture and finish. Liners shall be free of pinholes, tears, cuts, extraneous embedded matter or other visual defects which might impair their usefulness. Case of liners shall be supplied with some type of methods of securing the bag opening when filled (metal tie, plastic tie, etc...).

3.7 RANGE OF MATERIAL (MINIMUM)

In accordance with Federal Comprehensive Procurement Guidelines, plastic bags and liners shall contain a quantity of recycled plastic post-consumer material equal to at least 10 percent of the weight of the bag.

		ASTM D-1709	
	LLD	Standards	HD
Light Duty	.30 -.36 mil	30	6 - 7 micron
	.45 - .50		
Medium Duty	mil	70	8 - 12 micron
	.55 - .60		
Heavy Duty	mil	90	14 - 15 micron
	.70 - .90		
X-Heavy Duty	mil	120	16 – 17 micron
XX-Heavy	2.0 and		22 micron and
Duty	over	200+	over

Point to point variation of film gauge +/- 25 %^

SECTION 3
TECHNICAL SPECIFICATIONS

Net film weight shall be shown on proposal sheets.

FORMULAS

The following formula shall be used in the evaluation of the bids (where necessary):

LLD length x width x 2 x gauge divided by 30 = pounds of film per 1,000 bags

HD length x width x 2 x gauge divided by 29.163 = pounds of film per 1,000 bags.

Microns to mil conversions: Micron divided by 25.4 = mils

Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983



OPENING: 2:00 P.M.
WEDNESDAY
January 25, 2006
BID NO.: M0692-4/11-OTR

INVITATION TO BID
SECTION 4
BID SUBMITTAL FORM

PLEASE QUOTE PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN
MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued	DPM	Date Issued: 12/28/05	This Bid Submittal Consists of
by:ar	Bids & Contracts Division		Pages 17 through 45

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of DPM, Bids and Contracts Division, Vendor Assistance section at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

**Janitorial Supplies for a one year period with County option to renew
for four additional years on a year to year basis**

A Bid Deposit in the amount of n/a of the total amount of the bid shall accompany all bids

A Performance Bond in the amount of n/a of the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	UNRESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: 485-25 & 665-24	
A. Rodriguez	*****

FIRM NAME: _____

RETURN THREE COPIES OF BID SUBMITTAL PAGES ONLY

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL
PREFERENCE ON PAGE 45 OF SECTION 4, BID SUBMITTAL FORM SHALL
RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 45 OF SECTION 4, BID SUBMITTAL FORM, WILL
RENDER YOUR BID NON-RESPONSIVE**

BID SUBMITTAL FOR:

Janitorial Supplies

FIRM NAME: _____

Evaluation for award of products bid as a concentrate will be conducted on a 'usable product' basis (see para 2.6).

Item Number	Estimated Usage	Description	Bid Price
1.	762 gallons	Cleaner, General Purpose Routine cleaning of hard surfaces.	\$ _____ per gallon

Manufacturer: _____

Product Name/No.: _____

Dilution Ratio (water to cleaner): _____

Container Size: 1 gallon

Number of Containers per Case _____

2.	600 gallons	Cleaner, General Purpose Routine cleaning of hard surfaces.	\$ _____ per gallon
----	-------------	--	---------------------

Manufacturer: _____

Product Name/No.: _____

Dilution Ratio (water :: cleaner): _____

Container Size: 55 gallon drums

BID SUBMITTAL FOR:

Janitorial Supplies

FIRM NAME: _____

Item Number	Estimated Usage	Description	Bid Price
3.	2,070 gallons	Cleaner/Degreaser, Medium and Heavy Duty Medium to heavy duty cleaning of hard surfaces.	\$ _____ per gallon

Manufacturer: _____

Product Name/No.: _____

Dilution Ratio (water to cleaner): _____

Container Size: 1 gallon _____

Number of Containers per Case: _____

4.	2,750 gallons	Cleaner/Degreaser, Medium and Heavy Duty Medium to heavy duty cleaning of hard surfaces.	\$ _____ per gallon
----	---------------	---	---------------------

Manufacturer: _____

Product Name/No.: _____

Dilution Ratio (water to cleaner): _____

Container Size: 55 gallon drums _____

BID SUBMITTAL FOR:

Janitorial Supplies

FIRM NAME: _____

Item Number	Estimated Usage	Description	Bid Price
5.	300 cases	Glass Cleaner Clean windows, glass, and polished surfaces pre-mixed in pump sprayer (minimum 22 oz) Manufacturer: _____ Product Name/No.: _____ Container Size: _____ Number of Containers per Case: _____	\$ _____ per case
6.	6,000 gallons	Glass Cleaner Clean windows, glass, and polished surfaces. Manufacturer: _____ Product Name/No.: _____ Dilution Ratio (water to cleaner): _____ Container Size: <u>1</u> gallon _____ Number of Containers per Case: _____	\$ _____ per gallon

BID SUBMITTAL FOR:

Janitorial Supplies

FIRM NAME: _____

Item Number	Estimated Usage	Description	Bid Price
7.	375 gallons	Carpet Cleaner: Routine cleaning of carpets and rugs.	\$ _____ per gallon
		Manufacturer: _____	
		Product Name/No.: _____	
		Dilution Ratio (water :: cleaner): ____	
		Container Size: <u>1 gallon</u>	
		Number of Containers per Case: ____	
8.	1,600 gallons	Carpet Cleaner: Routine cleaning of carpets and rugs.	\$ _____ per gallon
		Manufacturer: _____	
		Product Name/No.: _____	
		Dilution Ratio (water to cleaner): _____	
		Container Size: <u>55 gallon drums</u>	

BID SUBMITTAL FOR:

Janitorial Supplies

FIRM NAME: _____

Item Number	Estimated Usage	Description	Bid Price
9.	1,000 gallons	Floor Cleaner Cleaning of impervious flooring.	\$ _____ per gallon.

Manufacturer: _____

Product Name/No.: _____

Dilution Ratio (water to cleaner): _____

Container Size: 1 gallon _____

Number of Containers per Case: _____

10.	2,200 gallons	Floor Cleaner Cleaning of impervious flooring.	\$ _____ per gallon
-----	---------------	---	---------------------

Manufacturer: _____

Product Name/No.: _____

Dilution Ratio (water to cleaner): _____

Container Size: 55 gallon drums _____

BID SUBMITTAL FOR:

Janitorial Supplies

FIRM NAME: _____

Item Number	Estimated Usage	Description	Bid Price
11.	1,500 gallons	Floor Finish Protective floor coating periodically. stripped and reapplied	\$ _____ per gallon.

Manufacturer: _____

Product Name/No.: _____

Dilution Ratio (water to finish): _____

Container Size: 1 gallon _____

Number of Containers per Case: _____

12.	5,000 gallons	Floor Finish Protective floor coating periodically stripped.	\$ _____ per gallon.
-----	---------------	---	----------------------

Manufacturer: _____

Product Name/No.: _____

Dilution Ratio (finish to water): _____

Container Size: 5 gallon _____

BID SUBMITTAL FOR:

Janitorial Supplies

FIRM NAME: _____

Item Number	Estimated Usage	Description	Bid Price
13.	4,824 gallons	Floor Stripper Periodic removal of "Floor Finish" (see above).	\$ _____ per gallon
		Manufacturer: _____ Product Name/No.: _____ Dilution Ratio (stripper to water): _____ Container Size: <u>1</u> gallon _____ Number of Containers per Case _____	
14.	9,500 gallons	Sanitizer, Non-Food Contact Surfaces Sanitizing to public health standard levels.	\$ _____ per gallon
		Manufacturer: _____ Product Name/No.: _____ Dilution Ratio (sanitizer to water): _____ Container Size: <u>1</u> gallon _____ Number of Containers per Case: _____	

BID SUBMITTAL FOR:

Janitorial Supplies

FIRM NAME: _____

Item Number	Estimated Usage	Description	Bid Price
15.	1,716 each	Sanitizer, Air Sanitizing to public health standard levels restroom dispenser Manufacturer: _____ Product Name/No.: _____ Container Size: <u>1 oz</u> Number of Containers per Case: _____	\$ _____ per each
16.	1,000 gallons	Sanitizer, Air Sanitizing to public health standard levels. Manufacturer: _____ Product Name/No.: _____ Dilution Ratio (water to cleaner): _____ Container Size: <u>1 gallon</u> Number of Containers per Case: _____	\$ _____ per gallon
17.	228 cans	Disinfectant, General or Broad Spectrum Disinfection for non-hospital type environments pre-mixed aerosol spray; minimum 14oz Manufacturer: _____ Product Name/No.: _____ Container Size: _____ Number of Containers per Case: _____	\$ _____ per can

BID SUBMITTAL FOR:

Janitorial Supplies

FIRM NAME: _____

Item Number	Estimated Usage	Description	Bid Price
18.	800 gallons	Disinfectant, Health Care Related Disinfection for hospital type environments.	\$ _____ per gallon

Manufacturer: _____

Product Name/No.: _____

Dilution Ratio (disinfectant to water): _____

Container Size: 1 gallon _____

Number of Containers per Case: _____

19.	30,000 gallons	Bleach, Sodium Hypochlorite, 5% solution	\$ _____ per gallon
-----	----------------	--	---------------------

Manufacturer: _____

Product Name/No.: _____

Container size: 1 gallon _____

Number of Containers per Case: _____

20.	780 each	Skin (Hand) Cleaner, Waterless: Removal of medium to heavy oils and greases squeeze tube (self-dispenser); minimum 16 oz	\$ _____ per each
-----	----------	--	-------------------

Manufacturer: _____

Product Name/No.: _____

Container Size: _____

Number of Containers per Case: _____

BID SUBMITTAL FOR:

Janitorial Supplies

FIRM NAME: _____

Item Number	Estimated Usage	Description	Bid Price
21.	2880 each	Skin (Hand) Cleaner, Waterless: Removal of medium to heavy oils and greases tub or can; minimum 14 oz Manufacturer: _____ Product Name/No.: _____ Container Size: _____ Number of Containers per Case: ____	\$ _____ per each
22.	1710 pounds	Skin (Hand) Cleaner, Waterless: Removal of medium to heavy oils and greases tub or can or cartridge (refill); minimum 4 pounds Manufacturer: _____ Product Name/No.: _____ Container Size: _____ Number of Containers per Case: ____	\$ _____ per pound
23.	5 each	Skin (Hand) Cleaner, Waterless, Dispenser: Dispenser for above Manufacturer: _____ Product Name/No.: _____	\$ _____ each

BID SUBMITTAL FOR:

Janitorial Supplies

FIRM NAME: _____

Item Number	Estimated Usage	Description	Bid Price
24.	120 tubes	Skin (Hand) Cleaner, Waterless, Antiseptic: Squeeze tube (self-dispenser); minimum 16 oz	\$ _____ per tube
		Manufacturer: _____	
		Product Name/No.: _____	
		Container Size: _____	
		Number of Containers per Case: _____	
25.	60 gallons	Skin (Hand) Cleaner, Liquid, Soap:	\$ _____ per gallon
		Manufacturer: _____	
		Product Name/No.: _____	
		Dilution Ratio (cleaner :: water): _____	
		Container Size: <u>1 gallon</u>	
		Number of Containers per Case: _____	
26.	1,400 gallons	Skin (Hand) Cleaner, Liquid, Soap w/ Antiseptic	:\$ _____ per gallon
		Manufacturer: _____	
		Product Name/No.: _____	
		Dilution Ratio (cleaner to water): _____	
		Container Size: <u>1 gallon</u>	
		Number of Containers per Case: _____	

BID SUBMITTAL FOR:

Janitorial Supplies

FIRM NAME: _____

Item Number	Estimated Usage	Description	Bid Price
27.	6 each	Skin (Hand) Cleaner, Liquid Soap Dispenser plastic globe w/ metal base	\$ _____ ea.
		Manufacturer: _____ Product Name/No.: _____ Number of Containers per Case: _____	
28.	24,000 bars	Skin (Hand) Cleaner, Bar, Soap, Floating: Hand-washing with water min 3 oz bar;	\$ _____ per bar
		Manufacturer: _____ Product Name/No.: _____ Bar Size: _____ Number of Bars per Case: _____	
29.	500,000 bars	Skin (Hand) Cleaner, Bar, Soap, Antiseptic: Hand-washing with water min 1.5 oz bar;	\$ _____ per bar
		Manufacturer: _____ Product Name/No.: _____ Bar Size: _____ Number of Bars per Case: _____	

BID SUBMITTAL FOR:

Janitorial Supplies

FIRM NAME: _____

Item Number	Estimated Usage	Description	Bid Price
30.	650 bars	Skin (Hand) Cleaner, Bar, Soap, w/ Pumice: Removal of medium to heavy oils and greases, and combined fine, particulate soils min 4 oz bar; individually wrapped Manufacturer: _____ Product Name/No.: _____ Bar Size: _____ Number of Bars per Case: _____	\$ _____ per bar
31.	1,000 gallons	Cleaner, Dishwashing, Manual, Liquid Routine manual cleaning food preparation and service surfaces pre-mixed; max 1 gallon; Manufacturer: _____ Product Name/No.: _____ Container Net Size: _____ Number of Containers per Case: _____	\$ _____ per gallon

BID SUBMITTAL FOR:

Janitorial Supplies

FIRM NAME: _____

Item Number	Estimated Usage	Description	Bid Price
32.	276 cans	Cleaner/Degreaser, Oven Pre-mixed spray; min. 20 oz	\$ _____ per can

Manufacturer: _____

Product Name/No.: _____

Can Size: _____

Number of Cans per Case: _____

33.	500 quarts	Toilet Bowl Cleaner, Liquid Phosphoric Acid Bowl cleaning (organic waste, scale, etc)	\$ _____ per quart
-----	------------	--	--------------------

Manufacturer: _____

Product Name/No.: _____

Dilution Ratio (water to cleaner): ____

Container Size: 1 quart

Number of Containers per Case: _____

33.	996 Quarts	Drain opener, liquid:	\$ _____ per quart
-----	------------	-----------------------	--------------------

Manufacturer: _____

Product Name/No.: _____

Container Size: 1 quart

Number of Containers per Case: _____

BID SUBMITTAL FOR:

Janitorial Supplies

FIRM NAME: _____

Item Number	Estimated Usage	Description	Bid Price
34.	10 Cases	Urinal screen with deodorant	\$ _____ per Case
		Manufacturer: _____	
		Product Name/No.: _____	
		Number per Case: _____	
35.	24 Cases	Urinal deodorant blocks	\$ _____ per Case
		Manufacturer: _____	
		Product Name/No.: _____	
		Number per Case: _____	
36.	840 containers	Polish, Furniture and Surface: Cleaning, polishing, and protection of furniture and surfaces, spray bottle or aerosol can; min 16 oz	\$ _____ per container
		Manufacturer: _____	
		Product Name/No.: _____	
		Container Size: _____	
		Number of Containers per Case: _____	

BID SUBMITTAL FOR:

Janitorial Supplies

FIRM NAME: _____

Item Number	Estimated Usage	Description	Bid Price
37.	1134 gallons	Polish, Furniture and Surface: Cleaning, polishing, and protection of furniture and surfaces Manufacturer: _____ Product Name/No.: _____ Container Size: <u>1 gallon</u> Number of Containers per Case: _____	\$ _____ per gallon
38.	1,600 case	Graffiti Remover: Routine cleaning of carpets and rugs spray bottle or aerosol can; min 24 oz Manufacturer: _____ Product Name/No.: _____ Container Size: _____ Number of Containers per Case: _____	\$ _____ per case
39.	300 cases	Gum/Wax Remover: Aerosol can; minimum 24 oz Manufacturer: _____ Product Name/No.: _____ Container Size: _____ Number of Containers per Case: _____	\$ _____ per case

BID SUBMITTAL FOR:

Janitorial Supplies

FIRM NAME: _____

Item Number	Estimated Usage	Description	Bid Price
40.	1,728 gallons	Ammonia 13% plus:	\$ _____ per gallon

Manufacturer: _____

Product Name/No.: _____

Container Size: 1 gallon

Number of Containers per Case: _____

41.	5,000 each	Plastic bottle with trigger spray:	\$ _____ each
-----	------------	------------------------------------	---------------

Manufacturer: _____

Product Name/No.: _____

Container Size: 1 quart

Number of Containers per Case: _____

42.	1,090 dozen	Sponge, hand, synthetic,: 7-1/2" x 4-1/2" x 2", Dupont, O-Celo or approved equal.	\$ _____ per dozen
-----	-------------	---	--------------------

Manufacturer: _____

Product Name/No.: _____

Sponge Size: _____

Number of Dozens per Case: _____

BID SUBMITTAL FOR:

Janitorial Supplies

FIRM NAME: _____

Item Number	Estimated Usage	Description	Bid Price
43	25 Case	Sponge, hand, synthetic,; 4-1/2" x 4-1/2", 10 pads per pkg	\$ _____ per Case

Manufacturer: _____

Product Name/No.: _____

Sponge Size: _____

Number of Packages per Case: _____

44.	5 Case	Grill bricks (for grill cleaning): Approximate size: 4" x 4" x 9".	\$ _____ per Case
-----	--------	---	-------------------

Manufacturer: _____

Product Name/No.: _____

Brick Size: _____

Number of Containers per Case: _____

BID SUBMITTAL FOR:

Janitorial Supplies

FIRM NAME: _____

Item Number	Estimated Usage	Description	Bid Price
45.	50 Box	Cleaner, sweeping compound, wax base	\$ _____ per Box

Manufacturer: _____

Product Name/No.: _____

Box Size: _____

Number of Containers per Case: _____

46.	100 Gallons	Slip resistant detergent Nuetro Jell by Selig Chemical.	\$ _____ per Gallon
-----	-------------	--	---------------------

Manufacturer: _____

Product Name/No.: _____

Container Size: _____

Number of Containers per Case: _____

Evaluation for award of products bid as a concentrate will be conducted on a 'usable product' basis (see para 2.6).

BID SUBMITTAL FOR:

Janitorial Supplies

FIRM NAME: _____

Item Number	Estimated Usage	Description	Bid Price
47.	1,000 Cases	Plastic Bag/Liner, 15" x 9" x 23 Light wt., LHD opaque waste container bag with metal tie strips.	\$ _____ per Case

Manufacturer: _____

Product Name/No.: _____

Liners per Case: _____

Net weight: _____

48.	45 Cases	Plastic Bag/Liner, medium wt. Opaque, can liner 16" x 14" x 36",	\$ _____ per Case
-----	----------	---	-------------------

Manufacturer: _____

Product Name/No.: _____

Liners per Pack: _____

Net weight: _____

BID SUBMITTAL FOR:

Janitorial Supplies

FIRM NAME: _____

Item Number	Estimated Usage	Description	Bid Price
49.	2,000 Cases	Plastic Bag/Liner, LLD X-heavy wt. 23" x 10" x 39"	\$ _____ per Case

Manufacturer: _____

Product Name/No.: _____

Liners per Pack: _____

Net weight: _____

50.	200 Cases	Plastic Bag/Liner, X-heavy, LLD Opaque, can liner, 23" x 17" x 46"	\$ _____ per Case
-----	-----------	---	-------------------

Manufacturer: _____

Product Name/No.: _____

Liners per Pack: _____

Net weight: _____

BID SUBMITTAL FOR:

Janitorial Supplies

FIRM NAME: _____

Item Number	Estimated Usage	Description	Bid Price
51.	2,000 Cases	Plastic Bag/Liner, medium weight Clear, can liners, 23" x 17" x 46",	\$ _____ per Case

Manufacturer: _____

Product Name/No.: _____

Liners per Pack: _____

Net weight: _____

52.	2,000 Cases	Plastic Bag/Liner, medium weight Clear, can liners, 23" x 17" x 46"	\$ _____ per Case
-----	-------------	--	-------------------

Manufacturer: _____

Product Name/No.: _____

Liners per Pack: _____

Net weight: _____

53.	2,000 Cases	Plastic Bag/Liner, , medium weight Pink /red tint, can liners; 23" x 17" x 46"	\$ _____ per Case
-----	-------------	---	-------------------

Manufacturer: _____

Product Name/No.: _____

Liners per Pack: _____

Net weight: _____

BID SUBMITTAL FOR:

Janitorial Supplies

FIRM NAME: _____

Item Number	Estimated Usage	Description	Bid Price
54.	500 Cases	Plastic Bag/Liner, LLD Extra heavy duty; clear plastic bag; 23" x 17" x 48"	\$ _____ per Case

Manufacturer: _____

Product Name/No.: _____

Liners per Pack: _____

Net weight: _____

55.	1,200 Cases	Plastic Bag/Liner, LLD Extra heavy duty; black; 23" x 20" x 47"	\$ _____ per Case
-----	-------------	---	-------------------

Manufacturer: _____

Product Name/No.: _____

Liners per Pack: _____

Net weight: _____

56.	1,000 Cases	Plastic Bag/Liner, heavy duty Clear, 36" x 36",	\$ _____ per Case
-----	-------------	--	-------------------

Manufacturer: _____

Product Name/No.: _____

Liners per Pack: _____

Net weight: _____

BID SUBMITTAL FOR:

Janitorial Supplies

FIRM NAME: _____

Item Number	Estimated Usage	Description	Bid Price
57	1,500 Cases	Plastic Bag/Liner, heavy liner Opaque. 36" x 36",	\$ _____ per Case

Manufacturer: _____

Product Name/No.: _____

Liners per Pack: _____

Net weight: _____

58.	700 Cases	Plastic Bag/Liner, LLD, XX Heavy duty, black. 36" x 58"	\$ _____ per Case
-----	-----------	--	-------------------

Manufacturer: _____

Product Name/No.: _____

Liners per Pack: _____

Net weight: _____

59.	2,000 Cases	Plastic Bag/Liner, 36" x 58", LLD Minimum 2 mil, clear, flat only	\$ _____ per Case
-----	-------------	--	-------------------

Manufacturer: _____

Product Name/No.: _____

Liners per Pack: _____

Net weight: _____

BID SUBMITTAL FOR:

Janitorial Supplies

FIRM NAME: _____

Item Number	Estimated Usage	Description	Bid Price
60.	1,250 Cases	Plastic Bag/Liner, 40" x 46" 3 mil, 100% linear low density or 2.2 mil LHD; black or buff can liners Manufacturer: _____ Product Name/No.: _____ Liners per Pack: _____ Net weight: _____	\$ _____ per Case
61.	10 Cases	Plastic Bag/Liner, 24" x 20" Clear, 3 mil Manufacturer: _____ Product Name/No.: _____ Liners per Pack: _____ Net weight: _____	\$ _____ per Case
62.	10 Cases	Plastic Bag/Liner, 2 mil LLD Clear, flat only; 30" x 36" Manufacturer: _____ Product Name/No.: _____ Liners per Pack: _____ Net weight _____	\$ _____ per Case

BID SUBMITTAL FOR:

Janitorial Supplies

FIRM NAME: _____

Item Number	Estimated Usage	Description	Bid Price
63.	600 Cases	Plastic Bag/Liner, , heavy duty 40-45 gallon capacity; 40" x 46" min. 80% post-consumer recycled plastic Manufacturer: _____ Product Name/No.: _____ Liners per Pack: _____ Net weight: _____	\$ _____ per Case
64.	40 Cases	Plastic Bag/Liner, 36" x 58", 2 mil Orange liner min. 80% post-consumer recycled plastic Manufacturer: _____ Product Name/No.: _____ Liners per Pack: _____ Net weight: _____	\$ _____ per Case

SECTION 4
BID SUBMITTAL FOR:

Janitorial Supplies

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN
CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____



BID SUBMITTAL FORM

Bid Title: Janitorial Supplies

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying **regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder.** Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Section 2-8.6, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

☐ **Place a check mark here to affirm compliance with this disclosure requirement.**

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is **voluntary**, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and **shall not be binding** on the bidder.

A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located **within** the geographical boundaries of Miami-Dade County?

Yes _____ No _____
and

B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located **outside** the geographical boundaries of Miami-Dade County?

Yes _____ No _____

LOCAL PREFERENCE CERTIFICATION: The responding vendor hereby attests, **by checking one of the following blocks**, that it is ☐, or is not ☐, a local business. For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base. **Failure to complete this certification at this time (by checking the appropriate box above) shall render the vendor ineligible for Local Preference.**

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No. _____

Fax No. _____

Email Address: _____

FEIN No. ____/____/____/____/____/____/____/____

Prompt Payment Terms: ____% ____ days net ____ days

(Please see paragraph 1.2 H of General Terms and Conditions)

****"By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract"***

Signature: _____

(Signature of authorized agent)

Print Name: _____

Title: _____

Failure to sign this page shall render your Bid non-responsive.



APPENDIX

AFFIDAVITS

FORMAL BIDS

MIAMI-DADE COUNTY BID AFFIDAVITS**▪ DISABILITY NONDISCRIMINATION AFFIDAVIT
(Resolution R-385-95)**

I, being duly first sworn, state that this firm, corporation, or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this contract complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

**▪ MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT
(Ordinance 93-129) See Section 1 (1.3H)**

I, being duly first sworn, upon oath deposes and says that the bidder of this contract or his agents, officers, principals, stockholders, subcontractors or their affiliates are not debarred by Miami-Dade County.

**▪ MIAMI-DADE COUNTY COLLECTION OF TAXES,
FEES AND PARKING TICKETS AFFIDAVIT
(Ordinance 95-178) Section 1 (1.3 E)**

I, being first duly sworn state that in compliance with the procedures contained in Section 2-8.1(c) of the Code of Miami-Dade County, and as amended by Ordinance 95-178, this firm hereby certifies that the foregoing statements are true and correct.

That all delinquent and currently due fees or taxes (including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and occupational license taxes) collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

**▪ AFFIDAVIT RELATING TO INDIVIDUALS AND ENTITIES
ATTESTING BEING CURRENT IN THEIR OBLIGATIONS TO
MIAMI-DADE COUNTY (Ordinance 99-162) See Section 1 (1.3 N)**

I, being first duly sworn state that in compliance with County Ordinance 99-162, the bidder is not in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust (hereinafter referred to as "County"), either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the County Code.

▪ **MIAMI-DADE COUNTY DOMESTIC VIOLENCE LEAVE
AFFIDAVIT (Ordinance 99-5 & Resolution R-185-00)**

That in compliance with Ordinance No 99-5, Resolution No. R-185-00 and the Code of Miami-Dade County, Florida, the following information is provided and is in compliance with all items in the aforementioned legislation. As an employer having, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year, do hereby certify to be in compliance with the Domestic Leave Ordinance, codified at 11A-60 et. Seq., of the Miami-Dade-County Code, and that the obligation to provide domestic violence leave to employees shall be a contractual obligation.

**BY SIGNING AND NOTARIZING THIS PAGE YOU ARE ATTESTING
TO AFFIDAVITS ON PAGES 1 AND 2**

MIAMI-DADE COUNTY AFFIDAVITS SIGNATURE PAGE

By: _____ 20 ____
Signature of Affiant Date

Printed Name of Affiant and Title

Federal Employer Identification Number

Printed Name of Firm

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20____

He/She is personally known to me or has presented _____ as identification.
Type of identification

Signature of Notary

Serial Number

Print or Stamp Name of Notary

Expiration Date

Notary Public – State of _____

Notary Seal

LIVING WAGE AFFIDAVIT
(County Ordinance 99-44)

I, being first duly sworn hereby state and certify that in compliance with Section 2-8.9 of the Miami-Dade County Code, by accepting award of this contract, the bidder or proposer agrees to pay the living wage required by County Ordinance 99-44 to all employees assigned to this contract. The bidder or proposer further understands that the current living wage applied to this contract is \$9.81 per hour plus health benefits as described in the ordinance, or \$11.23 per hour without health benefits. The Living Wage required by Ordinance 99-44 is subject to indexing as set-forth in Section "C" (Indexing).

By: _____ 20____
Signature of Affiant Date

Printed Name of Affiant and Title

____/____-____/____/____/____/____/____/____/_____
Federal Employer Identification Number

Printed Name of Firm

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20____

He/She is personally known to me or has presented _____ as identification.
Type of identification

Signature of Notary

Serial Number

Print or Stamp Name of Notary

Expiration Date

Notary Public – State of _____

I, being duly first sworn, hereby state that the bidder of this contract:

CODE OF BUSINESS ETHICS

Code of Miami-Dade County Section 2-8.1(i)

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(i) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

By: _____ 20 ____

Signature of Affiant

Date

Printed Name of Affiant and Title____/____/____-____/____/____/____/____/____/____
Federal Employer Identification Number_____
Printed Name of Firm_____
Address of Firm**SUBSCRIBED AND SWORN TO** (or affirmed) before me this ____ day of _____, 20 ____He/She is personally known to me or has presented _____ as identification.
Type of identification_____
Signature of Notary_____
Serial Number_____
Print or Stamp Name of Notary_____
Expiration Date

Notary Public – State of _____

Notary Seal

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

[illegible]

Signature

Date _____

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ Title: _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 MUST be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, MUST be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner) Gender	Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Prime Contractor/Respondent's Signature _____ Print Name _____ Date _____
(Duplicate if additional space is needed) FORM 100

**MIAMI-DADE COUNTY
CERTIFICATION OF RECYCLED
ENVIRONMENTALLY ACCEPTABLE PACKAGING
PRODUCT CONTENT
RESOLUTION (R-738-92)**



MINIMUM CERTIFIED CONTENT						
Bid Item Number	RECYCLED PRODUCTS		RECOVERED MATERIALS		RECYCLABLE PRODUCTS	
	% Composition	Type of Material	% Composition	Type of Material	% Composition	Type of Material
DEFINITIONS						

“Recycled Material” shall be defined as any waste material or by-products that have been recovered or diverted from solid waste.

“Recycled Product” shall be defined as any product which is in whole or in part composed of recovered materials.

“Recyclable Product” shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.

“Waste Reducing Product” shall be defined as any product which will result in less waste generated due to its use rather than another product designed to serve the same function with a greater waste generation rate. This shall include, but not limited to those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

I have the knowledge to certify and do so by certify that the Minimum Materials Content in our product(s) are as specified on this form and conform with the definitions as shown above.

NAME		
ADDRESS		
CITY	STATE	ZIP
SIGNATURE	TITLE	



SMALL BUSINESS ENTERPRISE PROGRAM (SBE)

(Ordinance 05-29 and Administrative Order 3-41)

PARTICIPATION PROVISIONS

Applies to set-asides and/or subcontractor goals

DEPARTMENT OF BUSINESS DEVELOPMENT
111 NW 1st STREET, 19th FLOOR
MIAMI, FLORIDA 33128
PHONE: (305) 375-3111 FAX: (305) 375-3160

March 2005

MIAMI-DADE COUNTY

<u>Section</u>	<u>Page</u>
A. Definitions	1
B. General Information	3
C. Certification	4
D. Applied Contract Measures.....	4
1. Set-asides.....	4
2. Subcontractor goals.....	5
E. Pre-Award Compliance	7
F. Prompt Payment	7
G. Post-Award Compliance and Monitoring.....	8
H. Contractual Sanctions.....	10
I. Administrative Penalties.....	12
J. Appeal Hearings	12
K. Appendix	13
1. Forms	
a. Certificate of Unavailability	DBD 502
b. Utilization Report	DBD 503

MIAMI-DADE COUNTY

A. DEFINITIONS

The definitions in this section apply only to these Participation Provisions, hereafter referred to as "Provisions".

1. *Agreement* means a duly executed legally binding contract.
2. *Available* or *availability* means to have prior to bid submission, the ability to provide goods or services under a contract, by having:
 - a. Reasonably estimated, uncommitted capacity;
 - b. All necessary licenses, permits, registrations and certifications, including Small Business Enterprise (SBE) or Micro Enterprise certification to provide the type of goods or services being purchased under the contract;
 - c. The ability to obtain financing/insurance that is reasonably required and consistent with normal industry practice; and
 - d. The ability to otherwise meet bid specifications.
3. *Bid* means a quotation proposal, letter of interest or offer by any bidder in response to any kind of invitation, request or public announcement to submit such quotation, proposal, letter of interest or offer for a contract.
4. *Bidder* or *Proposer* means any person, partnership, corporation or other business entity that submits a bid or proposal.
5. *Board* means the Miami-Dade County Board of County Commissioners, Miami-Dade County, Florida.
6. *Certificate of Unavailability* means a document signed by an SBE stating that the SBE is not available to participate on a specific project at a specific time.
7. *Certification List* means a list maintained by the Department of Business Development that contains the names, addresses, and certification expiration date, of certified SBEs, sorted by trade, service, and/or commodity.
8. *Commercially Useful Function* means contractual responsibility for the execution of a distinct element of the work of a contract by a business enterprise and the carrying out of its contractual responsibilities by actually performing, managing, and supervising the work involved other than acting as a broker. The determination of whether an activity is a commercially useful function shall include the evaluation of the amount of work subcontracted, normal industry practices, the skills, qualifications, or expertise of the

- enterprise to perform the work, whether the business owner himself or herself performs, manages, and/or supervises the work involved, and other relevant factors.
9. *Compliance Monitor* means the Director of the Department of Business Development or designee assigned to review compliance in accordance with Ordinance 05-29 and Administrative Order 3-41.
 10. *Contract* means an agreement for the purchase of goods or services, including professional services. Professional services as used in this section includes but is not limited to accounting, legal, health care, consulting and management services. Contract does not mean an agreement to purchase, lease, or rent real property; a grant, license, permit, franchise or a concession; an agreement to acquire professional architectural, engineering, landscape architectural or land surveying and mapping services; or a contract for construction or construction management services.
 11. *Contract Measure* means a contract set-aside, a subcontract goal, a bid preference, or a selection factor, singly or in any combination.
 12. *Contracting Officer* means the person assigned under a contract, usually a department director or his or her designee, who prior to award manages the bid process or post award has primary responsibility to manage the contract and enforce contract requirements.
 13. *County* means Miami-Dade County, Florida, a political subdivision of the State of Florida.
 14. *DBD* means the Department of Business Development.
 15. *DPM* means the Department of Procurement Management.
 16. *Goods* mean any tangible product, material or supply that is not a service.
 17. *Joint venture* means an association of two or more persons, partnerships, corporations or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses.
 18. *Joint Venture Agreement* means a document submitted to DBD by a joint venture that provides information regarding the nature of the joint venture.
 19. *MDC* means Miami-Dade County, Florida.
 20. *Prompt Payment* is the intent of the Board that all firms, including SBEs and MicroEnterprises providing goods and services to the County, receive

payments promptly in accordance with Ordinance 05-29, and Administrative Order 3-41.

21. *Review Committee* or *RC* means the committee established by the County Manager to review proposed contracts for the application of contract measures and for administrative and/or appeal hearings.
22. *Service* means work offered for public or private consumption that does not consist primarily of goods.
23. *Set-aside* means the designation of a given contract for competition among SBEs.
24. *Small Business Enterprise (SBE)* means a business entity certified by DBD, providing goods or services, which has an actual place of business in Miami-Dade County and whose three year average gross revenues does not exceed \$5 million. The term Small Business Enterprise shall also include a manufacturer with one hundred (100) employees or less or wholesaler with fifty (50) employees or less without regard to gross revenues. Representations as to a business entity's average gross revenues and payroll shall be subject to audit.
25. *Subcontractor goal* means a proportion of a total contract value stated as a percentage to be subcontracted to SBE(s) to perform a commercially useful function.
26. *Successful Bidder* means the bidder to which the contract is awarded.
27. *Utilization Report* means a report completed and submitted by the successful bidder on a contract with goals, listing all work performed in the past by the SBE identified on the Agreement.
28. *Work* means the provision of goods or services.

B. GENERAL INFORMATION

1. The bidder shall fully comply with these Provisions which implement Miami-Dade County Ordinance 05-29 and Administrative Order 3-41.
2. DBD monitors the compliance of the successful Bidder with the requirements of these Provisions during the course of the work to be performed under the contract.
3. Forms necessary for submittal of information pertaining to these Provisions are included in the appendix. Additional copies may be obtained at: Miami-Dade County Department of Business Development (DBD) at 111 N.W. 1st

Street, 19th Floor, Miami, Florida 33128 or by telephone at (305) 375-3111, facsimile (305) 375-3160, online at www.miamidade.gov/dbd.

C. CERTIFICATION

1. In order to participate as an SBE on this contract, an SBE must have a valid certification at the time of bid submittal, bid award, and throughout the duration of the contract.
2. Bidders shall use the most recent Certification List available prior to bid submission. Certification List may be obtained by contacting DBD at telephone number (305) 375-3111 during normal business hours or online www.miamidade.gov/dbd.
3. The SBE firms on the Certification List will be identified by commodity code. An SBE must be certified in a commodity code and/or service area in order to be eligible to participate as an SBE on contracts in such commodity code and service area. In order to be eligible to participate as an SBE subcontractor, the SBE must be certified in the commodity code or service area in which they are to perform the work.
4. Bidders/Awardees are governed by the certification policies and procedures set forth by DBD for the certification of SBEs.
5. Joint Ventures: Only SBE joint ventures approved by DBD in accordance with Administrative Order 3-41 are eligible to participate as joint ventures in the Program. Joint ventures must be lawfully established. A joint venture is permissible only where the SBE lacks the necessary capacity to perform the contract on its own and the agreement is fair and equitable and will be of substantial benefit to the SBE. However, where DBD concludes that an SBE brings only its certification as contribution to the joint venture relationship DBD will not approve the joint venture. The small business member of the joint venture must be certified as an SBE before the joint venture can be approved.

D. APPLIED CONTRACT MEASURES

1. Set-asides
 - a. Set-asides are for bidding solely among SBEs. AN SBE awarded a set-aside contract shall not transfer to a non-SBE through subcontracting or otherwise, any part of the actual work of the contract unless the bid documents expressly and specifically require and/or permit such transfer as consistent with normal industry practice, or the SBE requests and receives prior to bid award an approval letter from DBD.

- b. If the SBE is using subcontractors to meet a portion of the set-aside on a contract, an Agreement is required and is subject to the requirements for the submittal of Agreements of Section D.2.c.
 - c. An SBE may perform 100% of the set-aside with its own workforce.
 - d. Bids that contain a defective Agreement shall be allowed up to 48 hours from bid submission to cure correctable defects. Correctable defects may include, but are not limited to: SBE percentage not indicated, prime or subcontractor failed to sign the Agreement, or calculation errors.
 - e. Bidders that fail to correct defects in the Agreement within 48 hours after bid submission shall be non-responsive.
2. Subcontractor goals
- a. Bid documents to which a subcontractor goal is applied shall require bidders to submit a signed Agreement at the time of bid submission identifying all SBEs to be utilized to meet the subcontractor goal. Each Agreement shall specify the scope of work and commodity code the SBE will perform. The Agreement constitutes a written representation by the bidder that to the best of the bidders' knowledge the SBEs listed are available and have agreed to perform as specified, or that the Bidder will demonstrate unavailability. Bidders/proposers shall be allowed up to 48-hours from bid submission to cure correctable defects in the Agreement. Correctable defects may include, but are not limited to: SBE percentage not indicated, prime or subcontractor failed to sign the Agreement, or calculation errors. Failure to submit an Agreement and SBE joint venture agreement, if applicable, may deem a bid non-responsive.
 - b. The Agreement shall incorporate;
 - i. The scope of work to be performed by the SBE; and
 - ii. The percentage of services the SBE will provide; and
 - iii. The prompt payment obligation; and
 - iv. The SBE joint venture Agreement; if applicable
 - c. A bidder that is an SBE may meet up to 100% of the subcontractor goal with its own workforce.
 - d. A bidder challenging or protesting the subcontractor goal must submit to the office or person to whom the bid is submitted, no later than the time of bid submission, written reasons for such challenge or protest. Challenges

or protests to an SBE subcontractor goal by bidders after the time of bid submission, or challenges based on reasons not previously provided in writing prior to bid submission, shall not be heard by the County Commission.

- e. After a bid is advertised with a subcontractor goal, it may be reduced only with the approval of the County Commission.
- f. Expenditures to subcontracting SBEs shall be counted toward meeting specified goals as follows:
 - i. One hundred percent (100%) of the expenditures to SBEs, that perform a commercially useful function in the supply of goods or services required for fulfillment of the contract;
 - ii. One hundred percent (100%) of the expenditures to SBEs that subcontract work further to non-SBEs only if bid documents expressly and specifically permit such subcontracting as consistent with normal industry practice, or the bidder or SBE requests and receives prior to bid award an approval letter from DBD.
 - iii. One hundred percent (100%) of the expenditures to SBEs who are vendors, working as subcontractors, that perform actual work with their own force;
 - iv. None of the expenditures to SBEs that act essentially as a conduit to transfer funds to a non-SBE unless bid documents expressly and specifically permit such transfers as consistent with normal industry practice or the bidder or SBE requests and receives prior to bid award an approval letter.
- g. To prove lack of availability, at time of bid submission, bidders must submit the following:
 - i. Certificate of Unavailability (Form No. DBD 502) either completed and signed by the SBEs or completed and signed by the bidder explaining the contacts with the SBE's statement or actions of the SBEs showing unavailability, and the reason(s) why the SBE's signature could not be obtained; and
 - ii. A listing of any bids received from SBEs, the scope of work and price of each bid, and the bidder's reasons for rejecting each bid; and
 - iii. A statement of the bidder's contacts with DBD for assistance in determining available SBEs; and

- iv. A complete description of the bidder's process for soliciting and evaluating bids from SBEs; and
- v. Bidders may establish an SBE as unavailable if the bidder provides evidence proving the SBE's bid is not reasonably competitive with comparable bids of non-SBEs, for the same scope of work.

E. PRE-AWARD COMPLIANCE

1. The Compliance Monitor reviews bids for compliance with these Provisions on every contract on which an SBE set-aside and/or subcontractor goal has been applied.
2. When there is non-compliance with these Provisions, the Compliance Monitor notifies the bidder in writing, stating the facts and the reasons on which the non-compliance is based. Upon notification from DBD, the bidder may request a meeting in writing within two business days from the date of the notification of non-compliance. If requested, the bidder shall supply further relevant information as required by the Compliance Monitor. However, no new or altered agreement will be accepted.
3. Upon completion of its compliance review, the Compliance Monitor shall issue a written recommendation to the Contracting Officer that includes facts and reasons for the bidder's compliance or non-compliance.
4. The Contracting Officer, in conjunction with the Compliance Monitor, may conduct an informal meeting with the respondent. Other parties may be invited to offer information relevant to the issue of the respondent's non-compliance.
5. The Contracting Officer shall in writing determine whether the bidder complies with the requirements of these Provisions and whether to recommend to the County Manager that the contract be awarded to the bidder. Such recommendation shall not restrict the Board of County Commissioners from rejecting the bid for any reason or to take such action at the recommendation of the Contracting Officer as the Board deems appropriate.

F. PROMPT PAYMENT

1. All firms, including SBEs and Micro Enterprises providing goods and services to the County, shall receive payments promptly in order to maintain sufficient cash flow.

2. Invoices from SBE prime vendors shall be promptly reviewed and payment made by the County or Public Health Trust, where applicable, on those amounts not in dispute within 30 calendar days of invoices.
3. A prime vendor on a contract with SBE measures shall include in its invoices to the County or Public Health Trust, where applicable, copies of undisputed invoices from SBE subcontractors within 14 calendar days of receipt of such invoices, or by the next scheduled invoice, whichever comes first. The prime vendor shall pay those amounts not in dispute to subcontracting SBEs within 2 days of receipt of payment from the County. If the prime vendor fails to submit undisputed invoices from an SBE to the County as specified herein or chooses not to submit any invoice to the County pursuant to the invoice schedule, the prime vendor must pay the full amount of the received SBE invoice by the next invoice cycle or 40 calendar days from receipt, whichever is less.
4. The County or prime vendor in direct privity with an SBE on a contract with SBE measures must notify the SBE and DBD, in writing, of those amounts billed by the SBE which are in dispute, and the specific reasons why they are in dispute, within fourteen (14) calendar days of submittal of such invoice, or by the next scheduled invoice whichever comes first. Failure of the County or prime vendor to comply with the applicable requirements of this subsection shall result in the forfeiture of the right to use the dispute as justification for not paying the SBE and payment shall be forthcoming from the County or prime vendor as appropriate by the next invoice date or 40 calendar days from receipt of invoice date, whichever is less.
5. An SBE may invoice the County or prime vendor, as appropriate, 1% interest per month for any undisputed amount that is not promptly paid.

G. POST AWARD COMPLIANCE AND MONITORING

1. DBD shall monitor and enforce the compliance of the vendor with the requirements of the Administrative Order, and any related program requirements during the duration of the contract and may monitor for up to one year after notice of completion of the work or full payment of contract obligations, whichever comes last.
2. Successful Bidders and SBEs/Micro Enterprises shall permit the County to have access during normal business hours to all books and records relating to the compliance with the contract measure applied to the contract or relating to compliance with certification requirements. This right of access shall be granted for one year after completion of the work or full payment of contract obligations, whichever comes last, or for one year after the expiration of SBE certification.

3. Successful Bidders and SBEs/Micro Enterprises shall permit the County to have access to employees performing work during normal business hours in order to conduct visual inspections and interviews that may be conducted privately when necessitated by County staff.
4. Successful Bidders and SBEs/Micro Enterprises shall comply with all reporting requirements established by DBD. Failure to comply with the reporting requirements may result in the imposition of contractual sanctions or administrative penalties by the County.
5. In the event that during the performance of a contract containing an SBE subcontractor goal, an SBE is not able to provide the services specified in the Agreement submitted at the time of bid, the Successful Bidder must locate an SBE to substitute. The Successful Bidder must receive approval for substitution from DBD. A Successful Bidder that cannot secure a substitute SBE must provide a written statement to the Compliance Monitor.
6. The Compliance Monitor shall be responsible for monitoring the performance of the Successful Bidder regarding compliance with a contract measure applied to the contract. The Compliance Monitor may, at his or her discretion, investigate deviations in the utilization of SBEs from that required by the contract and make recommendations regarding compliance to the Contracting Officer. The Contracting Officer shall not make a final determination without a recommendation regarding compliance from the Compliance Monitor. Deviations from the contract measure stated in the contract that shall be monitored include, but are not limited to:
 - a. Termination of an SBE's Agreement;
 - b. Reduction in the scope of work to be performed by an SBE
 - c. Modifications to the terms of payment or price to be paid to an SBE
 - d. Failure to enter into a contract with an SBE being utilized to meet a contract measure.
7. If, after execution of an agreement, the Successful Bidder submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his/her control of which he/she was not aware and could not reasonably have been aware, until subsequent to the date of execution of such subcontract, an SBE, who entered into such subcontract has committed a material breach of the agreement, the Successful Bidder shall be entitled to exercise such rights as may be available to him/her to terminate the Agreement.
8. County's Determination of Bidder's Excuse or Termination.

If the Successful Bidder at any time submits a written request to the Contracting Officer under the prior two paragraphs, the Contracting Officer as

soon as practicable, shall determine whether the Successful Bidder has made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the Successful Bidder, upon notice, an opportunity to present pertinent information and arguments.

9. Alternative Subcontracts

If the Successful Bidder is excused from entering into a subcontract or rightfully terminates a subcontract under the Administrative Order and without such subcontract the Successful Bidder will not achieve the level of SBE participation upon which the contract was awarded, the Successful Bidder shall make every reasonable effort to propose and enter into an alternative subcontract or subcontracts for the same work to be performed by another available SBE as appropriate, for a subcontract price or prices totaling not less than the subcontract price under the excused or terminated subcontract, less all amounts previously paid there under. The Successful Bidder must submit to the Compliance Officer an Agreement with the new SBE and provide all documentation required by the County. A successful bidder that cannot secure a substitute SBE must provide all supporting documentation required by the County as detailed previously in this document (Section D.2.g).

- a. The Compliance Monitor may require the Successful Bidder to produce such information, as the Compliance Monitor deems appropriate and may obtain further information from other sources. The Compliance Monitor shall make his/her recommendation under this paragraph to the Contracting Officer and forward a copy to the bidder.
- b. The Contracting Officer will consider objections to the Compliance Monitor's recommendation only if such written objections are received by the Contracting Officer within five business days from the Successful Bidder's receipt of the Compliance Monitor's recommendation. The Contracting Officer with or without a hearing, and as he/she in his/her discretion may determine, will reply to the Successful Bidder's written objection within ten business days of receipt of these objections.

H. CONTRACTUAL SANCTIONS

1. Bid and contract documents shall provide that, notwithstanding any other penalties or sanctions provided by law, a bidder's violation of or failure to comply with the Small Business Enterprise Program Ordinance and

Administrative Order may result in the imposition of one or more of the following sanctions:

- a. The suspension of any payment or part thereof until such time as the issues concerning compliance are resolved;
 - b. Work stoppage;
 - c. Termination, suspension, or cancellation of the contract in whole or part;
 - d. Loss of SBE certification.
2. In the event a bidder or SBE attempts to comply with the provisions of the SBE ordinance through fraud, misrepresentation, or material misstatement, the County shall, whenever practicable, terminate the contract or require the termination or cancellation of the subcontract for the project on which the bidder or SBE committed such acts. In addition, and as a further sanction, the County may impose any of the above-stated sanctions on any other contracts and subcontracts the bidder or SBE has on other County projects. In each instance, the bidder or SBE shall be responsible for all direct and indirect costs associated with such termination or cancellation including attorney's fees and costs. The bidder or SBE may also be subject to debarment.
3. The foregoing notwithstanding, the County Manager shall include language in all prospective projects containing an SBE goal which provides that, in addition to any other sanction for failure to fulfill the SBE goal requirements for such contract, the contractor's eligibility to receive any future County contract shall be conditioned upon the contractor making up the deficit in SBE participation in such future contract by having SBEs perform work equal to double the dollar value of the deficiency in the SBE goal in the prior contract.
4. The foregoing obligation shall be in addition to any SBE goal otherwise applicable to the future contract. The procedures for making up the SBE deficit shall follow DBD policy.
5. Some of the contractual violations that may result in the imposition of sanctions listed in the administrative order include, but are not limited to, the following:
 - a. An SBE serving as a conduit for SBE work awarded to a firm as an SBE, but which is being performed by a non-SBE firm;
 - b. A prime vendor not meeting an SBE contract measure;

- c. Not obtaining or retaining SBE certification while performing work designated for SBE firms;
 - d. Failure to timely submit utilization reports;
 - e. Failure to comply with SBE certification requirements, including not maintaining a place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;
 - f. Failure to maintain certification;
 - g. Deviations from the SBE agreement without prior approval from DBD;
 - h. Termination of the SBE's agreement without prior approval from DBD;
 - i. Reduction of the scope of work of the SBE subcontract without prior approval from DBD; or
 - j. Modifications to the terms and/or prices of payment to an SBE without prior approval from DBD
- I. Administrative Penalties
- Administrative penalties may range from de-certification to debarment.
- J. Appeals Process
- A respondent may initiate the appeals process after administrative penalties are imposed.
- K. APPENDIX

1. Forms

- | | |
|----------------------------------|---------|
| a. Certificate of Unavailability | DBD 502 |
| b. Utilization Report | DBD 503 |

APPENDIX A



Small Business Enterprise (SBE) Certificate of Unavailability

RFP/BID No. _____

(Name of Prime Contractor)

(Firm Name)

(Address)

(Telephone No.)

I contacted the _____ to obtain a bid for work items to be

***SBE Firm**

performed on Miami-Dade County project but, the SBE firm was unavailable to perform or submit a bid due to the following reasons:

- a. _____ SBE firm did not respond to the invitation.
- b. _____ SBE firm was not available to work.
- c. _____ SBE firm was not the lowest acceptable bidder.

Prime not meeting the goal must provide details of their efforts in soliciting to SBE firms, i.e., advertising, personal calls, mailing lists, etc. Information provided will be verified. Attach all supporting documents such as newspaper ads, phone lists, mailing lists, etc.

(Prime Contractor Signature)

(Date)

Title

*If multiple SBE firms are contacted, please make additional copies as deemed necessary.



SMALL BUSINESS ENTERPRISE PROGRAM (SBE) UTILIZATION REPORT

This report is required by Miami-Dade County. Failure to comply may result in MDC commencing proceedings to impose sanctions on the successful bidder, in addition to pursuing any other available legal remedy. Sanctions may include the suspension of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any further contracts awarded by MDC.

Reporting period:**Project Name:** _____**Project Goal:** _____%**From:** _____ **To:** _____**Project Number:** _____

Name:	Date of Award	Agreement Amount	Change Order Modification Amount
FEIN:			
Address:			

Amount of Requisitioned this Period \$ _____ **Amount Requisitioned for SBE Subcontractors this Period: \$** _____

Total Amount Requisitioned/Paid to Date \$ _____ / _____ **Total Amount Requisitioned/Paid to SBE Subcontractors to Date \$** _____ / _____

SMALL BUSINESS ENTERPRISE (SBE) CERTIFIED FIRMS

Name of SBE Subcontractor	Agreement Amount	Description of Work	Amount Sub Requisitioned this period	Amount to be paid to SBE
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
TOTAL				

Prime Signature_____
Date_____
Print Name_____
Title_____
Telephone

DBD 503